

<b>Annual Contract Competitive Proposal Request</b>	<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>	<b>RESPONSES MUST BE RECEIVED BY: 01/29/2021 11:00 AM CST</b>
<b>TITLE: A21-0810 Annual Contract for Arborist Service for the Baton Rouge Metro Airport</b>	<b>RETURN BID TO: PURCHASING DIVISION</b>	
FILE NO: <b>A21-0810</b> REQ NO:  AD DATES: <b>01/11 &amp; 01/18</b>	<b><u>Mailing Address:</u></b> PO Box 1471 Baton Rouge, LA 70821	<b><u>Physical Address:</u></b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802
<b>SHIP TO ADDRESS: Various Locations (See Attached)</b>	<b>Contact Regarding Inquiries:</b> Purchasing Analyst : <b>Sheneka Sylvan</b> Telephone Number: <b>225-389-3259 x 313</b> Email: <a href="mailto:ssylvan@brla.gov">ssylvan@brla.gov</a>	
VENDOR NAME	MAILING ADDRESS	
REMIT TO ADDRESS	CITY, STATE, ZIP	
TELEPHONE NO. FAX NO.	E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER	TITLE	
AUTHORIZED SIGNATURE	PRINTED NAME	
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED ( <i>IF ANY</i> ) award consideration.		

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.**NO FAXED OR EMAIL BIDS WILL BE ACCEPTED**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES\_\_\_\_NO\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

## VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

## VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

## IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

## X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

## XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.



## **ADDITIONAL REQUIREMENTS FOR THIS BID**

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Any items on the Schedule of Bid Items Page with Blank, Zero or "N/A" will be considered as NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, please write "NO CHARGE" in the Unit price column.**
- **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE – FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- Inquiries received up until 5:00 p.m. on January 22, 2021.

## **SPECIFICATIONS:**

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies /services requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

**GENERAL:** The intent of this proposal is to establish prices for the contract period for Arborist Services for the Baton Rouge Metropolitan Airport as specified below.

While this section of the proposal is primarily for the use of the Baton Rouge Metropolitan Airport, other City of Baton Rouge agencies, such as Department of Public Works, may utilize this contract at the same pricing.

The Baton Rouge Metropolitan Airport must maintain trees at or below specified heights in aircraft approach areas surrounding the Airport in accordance with FAA Regulations. An annual engineering survey is made by the Airport to establish which trees exceed maximum height allowances for the various areas.

The contractor may be required to assist the Airport and its survey engineer in identifying the particular trees to be topped or trimmed, since some of the surrounding areas are thickly wooded, making identification difficult.

Essentially all the work covered by the contract is to be performed on private property in areas surrounding the Metropolitan Airport, which range from thickly wooded to residential areas. As such, the particular work to be done will vary with the wishes of private landowner.

Location maps are attached which show the principal areas covered by this contract. (See Baton Rouge Metro Airport Diagram)

There is no minimum guaranteed work under this contract. The work required will depend on the annual survey, which varies widely from year to year based on the amount of tree growth. Other work may be required due to storm damage, etc. However, the contractor must possess sufficient items of equipment and have personnel to perform significant amounts of work if required.

Although not a part of the evaluation for award, it is desired that this Contractor also have the personnel, equipment and licenses to provide for proper care of trees on Airport property.

### **CONTRACTOR REQUIREMENTS**

1. Contractor must be a licensed Arborist in the State of Louisiana in the specialty of Landscaping, Grading, and Beautification or Tree Planting, Surgery, and Trimming Brush Control, or other appropriate category as approved by the Licensing Board, and must hold an active contractor's license issued by the Louisiana State Licensing Board for Contractors.
2. Contractor will be responsible for repairing any damage to property, which results from his work to include truck tracks, etc.
3. Contractor must have at least the following equipment available for use if required for the work: bucket truck (35' – 50' working height), loader (knuckle loader) truck, chipper, stump grinder, dump truck/chipper truck for hauling limbs, debris and chips.
4. Contractor may be required to provide from one to four climbing crews with appropriate climbing gear.
5. Contractor shall maintain insurance as described in the instructions.
6. Contractor must be aware of low flying aircraft while performing work.



7. Contractor will be expected to enter into a contract similar to the attached contract form, after approval by the Metropolitan Council.

## PROCEDURES

1. All work at the site is to be accomplished during normal working hours of 7 a.m. – 5 p.m., Monday through Friday, unless otherwise approved by the Director of Aviation.
2. A meeting will be conducted by the Airport representatives prior to issuance of any notice to proceed. The Airport representative will indicate which trees are to be cut by Contractor, and agreement will be reached as to details of the particular assignment such as whether cuttings are to be chipped and removed, or chipped and left for the landowner, etc. Some landowners for wooded area may allow (or prefer) that most cuttings simply be left on the ground.

Based on the particular job requirement, the Airport and Contractor will agree on the personnel and equipment required to accomplish the work efficiently. Rates for personnel and equipment shall be those listed on the Schedule of Bid Items.

3. All trees are to be topped and trimmed in accordance with recommended pruning practices published by the Louisiana Horticulture Commission to eliminate/minimize crowning or other damage to the remaining tree. All large cuttings shall be lowered by ropes to eliminate damage to the tree and surroundings trees or structures.
4. Workers are required to ascend trees with hoist, bucket truck, ropes, etc. The use of spikes is prohibited except for complete removal of a tree or if the private landowner allows it.

## DISPOSAL

Unless the landowner desires that chips be left at the site, or limbs be left in forested areas, Contractor shall remove all limbs, branches, leaves and debris from the work site and dispose of all such materials in a lawful manner. Depending on the work site, i.e., residential area, etc., Contractor may be required to remove all cuttings and debris upon completion of each day's work, or at times during the work day.

Travel time for equipment and personnel engaged in disposal operation will be considered time worked and reimbursable under the contract.

Contractor will also be reimbursed for actual cost of disposal of material. The original receipt from a DEQ approved and permitted facility must be attached to Contractor's invoice for payment. Contractor shall indicate his normal disposal site on the Schedule of Bid Items. Disposal at the City Parish North Landfill is not allowed.

## BASIS FOR HOURLY RATES

1. Hourly rates are applicable only to time actually engaged in the work, including authorized disposal. Normal travel time to and from the work site is not reimbursable.
2. Billing rates for personnel include all direct labor cost, payroll taxes, overhead profit, miscellaneous climbing gear, chain saws, and other small equipment or tools necessary for the work of the classification.

A supervisor will not normally be required unless there are more than two crews working.

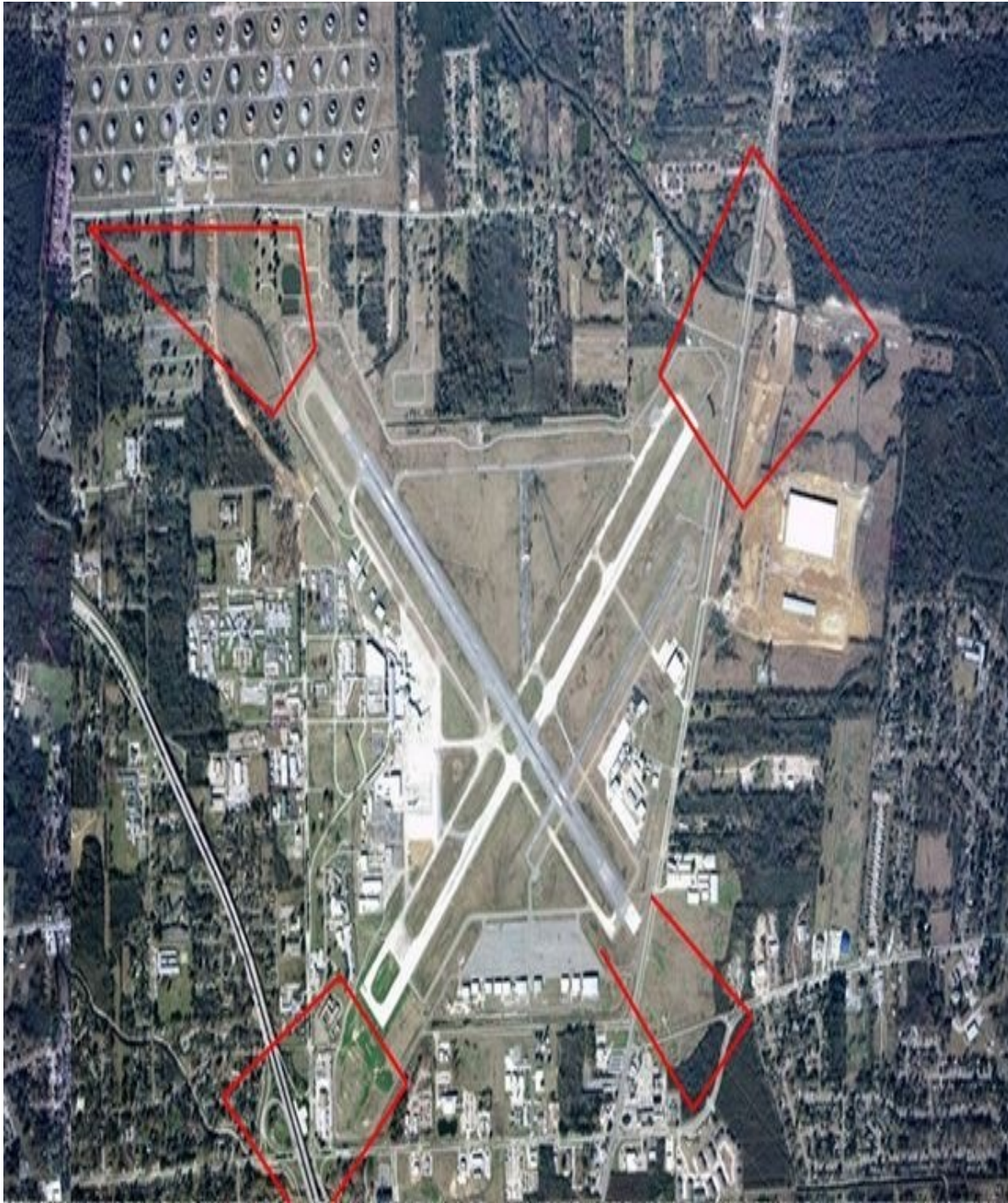
It is expected that climbers will normally serve as equipment operators. Additional operators will be authorized by City Parish when required for the work.

3. Equipment rates include all fuel, maintenance and auxiliary equipment required for the function of the equipment. Operator rates are not to be included in equipment rates, since they are covered under (2) above.
4. It is expected that where equipment combinations are available, such as a knuckle loader mounted on a dump truck, these combinations will be utilized to reduce the total number of equipment items on the job, if appropriate for the job.
5. The minimum number of personnel to be utilized on any one assignment will be two people. The total number to be utilized will be determined based on the job and as approved by the Airport. All equipment utilization must be agreed on by the Airport prior to beginning work.
6. Hourly rates are to be listed on the Schedule of Bid Items for equipment available for the work.

### ***BASIS FOR EVALUATING PROPOSALS***

1. Proposals will be evaluated utilizing hourly rates submitted for the work, including examples of similar work assignments and taking into account the overall qualifications of the bidders.
2. The following information should be submitted and attached to the proposal.  
(Must be submitted within 7 days upon request)
  - a. Copy of current Louisiana Arborist License
  - b. List of similar industrial, or commercial contracts performed
  - c. Summary of Contractor's personnel qualifications.
  - d. List of references (minimum of three).
  - e. List of Contractor's equipment available for the work.
3. **Contractor must hold an active license issued by the Louisiana State Licensing Board for Contractors in the specialty of Landscaping, Grading, and Beautification or Tree Planting, Surgery, and Trimming Brush Control, or other appropriate category as approved by the Licensing Board and must show the license number on the face of the bid envelope.**

# BATON ROUGE METRO AIRPORT DIAGRAM



A21-0810  
MANDATORY JOB SITE VISIT FORM

WHEN: January 20, 2021  
TIME: 09:00 A.M.  
LOCATION: 9430 Jackie Cochran  
1<sup>st</sup> Floor Conference Room  
Baton Rouge, LA 70807  
Project Contact: Craig Alford, 225-355-0333

A mandatory jobsite visit is required; only those bidders who participate in the mandatory job site visit are eligible to receive an award on this project.

Bidders should include this signed statement page with their bid. Inquiries must be received by 5:00p.m. on January 22, 2021

This signed statement certifies that the Contractor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

\_\_\_\_\_  
Contractor's Company Name

\_\_\_\_\_  
Contractor's Representative Signature

\_\_\_\_\_  
City Parish Representative Center Signature

\_\_\_\_\_  
Contractor's Representative Printed Name/Title

\_\_\_\_\_  
City Parish Representative Printed Name/Title

## List of Projects

Provide list of similar, industrial, or commercial contracts for projects of similar size and scope

Agency	Date of Service	Name of Contact	Telephone Number

## List of References

Provide list of three references for projects of similar size and scope

Agency	Name of Contact	Telephone Number

## List of Contractor's Equipment

Provide list of equipment for projects of similar size and scope




# Schedule of Bid Items

Page 1 of 2

Any items with Blank, or "N/A" will be considered as NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, please write "NO CHARGE" in the Unit price column. ALL ITEMS MUST BE BID FOR CONSIDERATION OF AWARD

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0001	<u>HOURLY RATES FOR PERSONNEL:</u> Supervisor	205	Per Hour		
0002	<u>HOURLY RATES FOR PERSONNEL:</u> Climber	160	Per Hour		
0003	<u>HOURLY RATES FOR PERSONNEL:</u> Operator	195	Per Hour		
0004	<u>HOURLY RATES FOR PERSONNEL:</u> Laborer/Helper	195	Per Hour		
0005	<u>OVERTIME RATES FOR PERSONNEL:</u> Supervisor	10	Per Hour		
0006	<u>OVERTIME RATES FOR PERSONNEL:</u> Climber	10	Per Hour		
0007	<u>OVERTIME RATES FOR PERSONNEL:</u> Operator	10	Per Hour		
0008	<u>OVERTIME RATES FOR PERSONNEL:</u> Laborer/Helper	10	Per Hour		
0009	<u>HOURLY RATES FOR EQUIPMENT:</u> Bucket trucks; 35' – 50' working height	160	Per Hour		
0010	<u>HOURLY RATES FOR EQUIPMENT:</u> Brush Chippers	110	Per Hour		
0011	<u>HOURLY RATES FOR EQUIPMENT:</u> Dump Trucks; 25 – 30 yard Trash Dump  Disposal Site Location _____	120	Per Hour		

NOTE: All prices shall include all fuel charge and any other fees.

# Schedule of Bid Items

Page 2 of 2

**Any items with Blank, or "N/A" will be considered as NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, please write "NO CHARGE" in the Unit price column. ALL ITEMS MUST BE BID FOR CONSIDERATION OF AWARD**

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0012	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> Rear mount Knuckle Loader	120	Per Hour		
0013	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> 25 – 30 yard Trash Dump or Tractor/Trailer with self-loading Knuckle Boom.	70	Per Hour		
0014	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> Stump Removal Equipment	40	Per Hour		
0015	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> Power spray rig: 200 – 300 gallon	110	Per Hour		
0016	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> Truck with Chipper Box (indicate size) _____ yards	110	Per Hour		
0017	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> Pickup truck	100	Per Hour		
0018	<b><u>HOURLY RATES FOR EQUIPMENT:</u></b> 1 ton truck for stump removal equipment of spray rig	80	Per Hour		

NOTE: All prices shall include all fuel charge and any other fees.

## CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy  
Any Auto, or Owned, Combined Single Limit  
Non-Owned & Mired \$300,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
Post Office Box 1471  
Baton Rouge, Louisiana 70821

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY

AGREEMENT  
(Sample)

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner" and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title \_\_\_\_\_

Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

\_\_\_\_\_

By \_\_\_\_\_  
Sharon Weston Broome, Mayor-President  
Or  
Kris R. Goranson, Purchasing Director

WITNESS:

**Contractor**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)